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STATE OF OREGON  
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT



**2023-2025 Climate-Friendly and Equitable Communities Grant**

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<b>AGREEMENT COVER SHEET</b>	
<b>This cover sheet is informational and not a part of the agreement</b>	
<b>Offer Date: 3/6/2024</b>	<b>Grant No. CFEC-25-009</b>
<b>Grantee</b> City of Tualatin 18880 SW Martinazzi Ave Tualatin, OR 97062	<b>DLCD Planning Grants Coordinator</b> Ashley Edwards 971-718-4194 <a href="mailto:ashley.edwards@dlcd.oregon.gov">ashley.edwards@dlcd.oregon.gov</a>
<b>GRANT AMOUNT: \$25,000.00</b>	<b>CLOSING DATE: May 31, 2025</b>

**INSTRUCTIONS – READ CAREFULLY**

In order to receive this grant, Grantee must sign this Agreement and scan it and e-mail it to DLCD at [Ashley.edwards@dlcd.oregon.gov](mailto:Ashley.edwards@dlcd.oregon.gov) within thirty (30) days of the Offer Date. Alternatively, the signed Agreement may be mailed to:

Ashley Edwards  
Department of Land Conservation and Development  
635 Capitol St. NE, Suite 150  
Salem, OR 97301

If the Agreement is not signed and returned without modification by Grantee by the due date, DLCD may withdraw the grant offer. Upon receipt of the signed Agreement, the DLCD Planning Grants Coordinator will obtain a countersignature for the Agreement and return an electronic file containing the executed Agreement to Grantee.

STATE OF OREGON  
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT

**2023-2025 CLIMATE-FRIENDLY AND EQUITABLE COMMUNITIES GRANT  
AGREEMENT**

**DLCD Grant Number:** CFEC-25-009

**City of Tualatin**

This agreement (“Agreement”) is made and entered into by and between the **State of Oregon, acting by and through its Department of Land Conservation and Development**, hereinafter referred to as “DLCD,” and **City of Tualatin**, hereinafter referred to as “Grantee,” and collectively referred to as the “Parties.”

1. **Effective Date and Availability of Grant Funds.** This Agreement is effective on the date on which every party has signed this Agreement and all required State approvals have been obtained (“Effective Date”). Grant Funds under this Agreement are available for eligible costs as defined in Sections 4 and 6 incurred beginning on the Effective Date and ending on the earlier of the termination of this Agreement or the Project End Date provided in Attachment A. DLCD’s obligation to disburse Grant Funds under this Agreement ends 60 days after the earlier of termination of this Agreement or the Project End Date.

2. **Agreement Documents.** The Agreement consists of this agreement (without any attachments) and the following Attachments, all of which are attached hereto and incorporated by reference:

- Attachment A: **Project Description and Budget**
- Attachment B: **DLCD Contact Names and Addresses**
- Attachment C: **Payment Request Form and Instructions**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows: this Agreement without Attachments; Attachments as listed, in descending order of precedence.

3. **Grant Funds.** The maximum, not-to-exceed, grant amount that the DLCD will pay to Grantee is **\$25,000.00** (the “Grant Funds”). Disbursements will be made only in accordance with the schedule and requirements contained in this Agreement, including Attachment A.

4. **Project.** The Project is described in Attachment A. Grant Funds may be used solely for the Project described in Attachment A and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by DLCD by amendment pursuant to Section 9 hereof. Grantee agrees to implement the Project in accordance with the terms and conditions of this Agreement and complete the Project no later than the Project End Date.

5. **Reports.** Grantee shall submit the reports required by this section to the DLCD Project Manager and DLCD Planning Grants Coordinator in writing by personal delivery, e-mailing, or mailing at the address or number set forth in Attachment B or to such other addresses or numbers as DLCD may specify by notice to Grantee in accordance with Section 8 hererof.

- a. **Financial Reimbursement Reports.** In order to receive payment, Grantee must submit to DLCD payment requests for Products as provided in Attachment A, on the form provided in Attachment C. Grantee shall submit a final payment request to DLCD within 30 days after the termination of the Agreement or the Project End Date, whichever is earlier, on the form provided in Attachment C.

## 6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** DLCD will disburse the Grant Funds as reimbursement for eligible costs incurred to produce Products in carrying out the Project, up to the amount provided in Section 3, and subject to the timelines and limits for each Task, as specified in Attachment A. Grantee may request a reimbursement after completion of a Product. Reimbursements will be made by DLCD within 30 days of DLCD's approval of a request for reimbursement. Eligible costs are the reasonable and necessary costs incurred by Grantee, during the period specified in Section 1, in performance of the Project and that are not excluded from reimbursement by DLCD, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** DLCD's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. DLCD has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Grantee is in compliance with the terms of this Agreement.
  - iii. Grantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - iv. Grantee has provided to DLCD a request for reimbursement in accordance with Section 5.b hereof. Grantee must submit its final request for reimbursement no later than 30 days after the earlier of termination of this Agreement or the Project End Date. Grantee will not disburse Grant Funds in response to reimbursement requests submitted after that date.

## 7. Representations and Warranties of Grantee. Grantee represents and warrants to DLCD as follows:

- a. **Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's organizational documents, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or

registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

- 8. **Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, e-mailing, or mailing the same by registered or certified mail, postage prepaid, to the Grantee's Grant Representative or DLCD's Planning Grants Coordinator, as the case may be, at the address or number set forth in Attachment B, or to such other addresses or numbers as either party may indicate pursuant to this section. Any notice delivered by e-mail shall be effective on the day the party receives the transmission if the transmission was during normal business hours of the receiving party, or on the next business day if transmission was outside normal business hours of the receiving party. Any notice given by personal delivery shall be effective when actually delivered. Any notice given by mail shall be effective three days after deposit in the mail.
- 9. **Amendments.** The terms of this Agreement will not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the Parties (or in the case of a waiver, by the party against whom the waiver is sought to be enforced). If the Grantee wishes to amend the Agreement, the Grantee must submit a written request, including a justification for any amendment, to the DLCD Planning Grants Coordinator at least 90 calendar days before the Project End Date.

#### 10. Default.

- a. Any of the following constitutes a default of Grantee:
  - i. Misleading Statement. Any materially false or misleading representation is made by or on behalf of the Grantee in this Agreement or any document provided by Grantee related to this Agreement.
  - ii. Failure to Perform. The Grantee fails to perform, observe, or discharge any of its covenants, agreements or obligations under this Agreement, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Grantee by DLCD. DLCD may agree in writing to an extension of time if it determines Grantee instituted and has diligently pursued corrective action.
- b. DLCD will be in default under this Agreement if it fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement.

#### 11. Ownership of Product(s).

- a. **Definitions.** As used in this Section 11 and elsewhere in this Agreement, the following terms have the meanings set forth below:

- i. **“Grantee Intellectual Property”** means any intellectual property owned by Grantee and developed independently from the Project.
  - ii. **“Third Party Intellectual Property”** means any intellectual property owned by parties other than DLCD or Grantee.
  - iii. **“Product(s)”** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Grantee is required to deliver to DLCD or create pursuant to the Project, including but not limited to any Product(s) described in Attachment A.
- b. **Non-Exclusive License.** Grantee hereby grants to DLCD, under Grantee Intellectual Property and under intellectual property created by Grantee pursuant to the Project, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Product(s) for governmental purposes, and to authorize others to do the same on DLCD’s behalf. If a Product(s) created by Grantee pursuant to the Project is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee shall secure on DLCD’s behalf and in the name of DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the pre-existing elements of the Third Party Intellectual Property employed in the Product(s), and to authorize others to do the same on DLCD’s behalf. If a Product(s) is Third Party Intellectual Property, Grantee shall secure on DLCD’s behalf and in the name of DLCD, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the Third-Party Intellectual Property, and to authorize others to do the same on DLCD’s behalf.

## 12. Contribution

- a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against DLCD or Grantee with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to that Party’s liability with respect to the Third-Party Claim.
- b. With respect to a Third Party Claim for which DLCD is jointly liable with Grantee (or would be if joined in the Third Party Claim), DLCD shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Grantee in such proportion as is appropriate to reflect the relative fault of DLCD on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of DLCD on the one hand and of Grantee on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent

the circumstances resulting in such expenses, judgments, fines or settlement amounts. DLCD's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if DLCD had sole liability in the proceeding.

- c. With respect to a Third Party Claim for which Grantee is jointly liable with DLCD (or would be if joined in the Third Party Claim), Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by DLCD in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of DLCD on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Grantee on the one hand and of DLCD on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

**13. Recovery of Grant Moneys.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination of this Agreement or the Project End Date must be returned to DLCD. Grantee shall return all Misexpended Funds to DLCD promptly after DLCD's written demand and no later than thirty (30) days after DLCD's written demand. Grantee shall return all Unexpended Funds to DLCD within thirty (30) days after the earlier of termination of this Agreement or the Project End Date.

**14. Termination:**

- a. **DLCD's Right to Terminate.** DLCD may terminate this Agreement effective upon written notice of termination to Grantee, or at such later date as may be established by DLCD in such written notice, if:
  - i. DLCD fails to receive funding, appropriations, limitations, allotments, or other expenditure authority at levels sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to continue to make disbursement under this Agreement; or
  - ii. Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- b. **DLCD's Right to Terminate for Cause.** In addition to any other rights and remedies DLCD may have under this Agreement, DLCD may terminate this Agreement immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, after the occurrence of any of the following events:
  - i. **Grantee is in default** because Grantee institutes or has instituted against its insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;

- ii. **Grantee is in default** because Grantee commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any of its obligations under this Agreement within the time specified herein or any extension thereof, or so fails to pursue its work hereunder as to endanger Grantee's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within thirty (30) calendar days after DLCD's notice, or such longer period as DLCD may specify in such notice.
  - c. **Grantee's Right to Terminate for Cause.** Grantee may terminate this Agreement by written notice to DLCD if:
    - i. The requisite local funding or match, if any, to continue the Project becomes unavailable to Grantee.
    - ii. Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
    - iii. DLCD is in default because DLCD fails to pay Grantee any amount due pursuant to the terms of this Agreement, and DLCD fails to cure such failure within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice.
  - d. **Termination by Mutual Consent.** This Agreement may be terminated at any time by mutual consent of the Parties.
  - e. **Termination** under Section 14 shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.
- 15. **Accounting and Fiscal Records:** Grantee shall maintain its fiscal records related to this Agreement in accordance with generally accepted accounting principles. The Grantee shall maintain records of the receipt and expenditure of all funds subject to this Agreement for a period of six (6) years after the Project End Date, or for such longer period as may be required by applicable law or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Accounting records related to this Agreement will be separately maintained from other accounting records.
- 16. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between DLCD (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- 17. **Audit.** The Oregon Secretary of State, Attorney General of the State of Oregon and the Director of DLCD or any other duly authorized representative of DLCD shall have access to and the right to examine any records of transactions related to this Agreement for six (6) years after the final disbursement of Grant Funds under this Agreement is authorized by DLCD.

18. **Counterparts.** This Grant Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
19. **Survival.** All agreements, representations, and warranties of Grantee shall survive the execution and delivery of this Agreement, any investigation at any time made by DLCD or on its behalf and the making of the Grant.
20. **Successors and Assigns.** Recipient may not assign this Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of DLCD. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.
21. **Validity and Severability.** If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.
22. **Relationship of the Parties.** Nothing contained in this Agreement, or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.
23. **No Third-Party Beneficiary Rights.** No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.

**DLCD Climate-Friendly & Equitable Communities Grant Information and Signature Page**

This grant, approved by the Director of DLCD, acting on behalf of the Land Conservation and Development Commission, constitutes an obligation of funds in return for the work described herein. By signing the document, Grantee agrees to comply with the provisions contained in and attached to this Agreement. Upon acceptance by Grantee, the signed Agreement shall be returned to DLCD.

By signing this Agreement, the Parties each represents and warrants that it has the power and authority to enter into this Agreement and that the Agreement is executed by its duly authorized representative. By signing the document, Grantee agrees to comply with the terms of this Agreement.

Grantee Jurisdiction Name		E-mail Address	
Mailing Address, City, State, Zip code			
Telephone Number		Fax Number	
Print Name of Authorized Official for the Grantee		Title	Date
Signature of Authorized Official for the Grantee			
Print name of Authorized Official for DLCD Brenda Bateman		Title Director	Date
Signature of Authorized Official for DLCD			

## **2023-2025 Climate-Friendly and Equitable Communities Grant**

### **Project Description and Budget**

#### **SUMMARY, BACKGROUND, OBJECTIVE, AND OVERVIEW**

##### **Program Summary**

The Land Conservation and Development Commission launched the Climate-Friendly and Equitable Communities program to make progress toward Oregon’s statutory climate policy and goals, boost housing and transportation choices, and increase equitable land use outcomes. The Commission directed the Department of Land Conservation and Development to improve rules governing Oregon’s planning system in Oregon’s eight most populated areas (Albany, Bend, Corvallis, Eugene-Springfield, Grants Pass, Medford-Ashland, Portland Metro, and Salem-Keizer).

The program and rules require cities and counties to update their land use regulations to meet updated requirements provided in Oregon Administrative Rules (OAR) 660-012.

The following scope of work describes activities and deliverables The City of Tualatin (“Grantee”) will complete as a participant in the Climate-Friendly and Equitable Communities program.

##### **Project Background**

The City of Tualatin is updating its Transportation System Plan (TSP) in accordance with Oregon’s revised Transportation Planning Rules (TPRs). Tualatin’s TSP will be a major update, allowing the city to respond to changes in local, regional and state conditions by ensuring that the plan can adequately respond to community needs, changes in transportation patterns, and population growth. The update will also identify gaps in the transportation system and will establish a list of projects needed to address these gaps. The process will allow community members to provide input and voice their concerns regarding the most pressing transportation needs in the City.

To that end, the City developed a Community Engagement Plan (as required by the TPRs) designed explicitly to elicit diverse participation using in-person, hybrid, and virtual formats to engage the community. The public engagement strategy will also include educational efforts to help the community understand the existing system, the complexity of instituting significant changes, and the challenges of financing large-scale projects.

##### **Project Objective**

The Community Engagement Plan (“Plan”) aims to structure an equity-informed approach to support the development of the Tualatin TSP. The City’s engagement strategy is in alignment with [Oregon Transportation Planning Rules Chapter 660, Division 12](#), which outlines state planning rules for transportation plans to center the voices of underserved populations through engagement. Consistent with this initiative are our proposed Guiding Principles for the Plan:

- Broad and meaningful engagement with the Tualatin community

- Inclusion of diverse perspectives by identifying barriers to engagement and implementing strategies that help break down those barriers
- Timely and effective communication with community members, CIOs, and other key interest groups
- Transparent decision-making processes
- Clear mechanisms for accountability

## Work Overview

From July 2023 through November 2023, the City completed phases one and two of the planning and engagement process. Phase one of the TSP update process was called the “Recruit” phase. In this phase, the project team publicized the TSP and began building the project contact list to solicit feedback in future engagement phases, and to invite community members to future events. Consultant team members tabled at community events like Viva Tualatin and National Night Out. The project website was also launched. During phase two, or the “Listen and Learn” phase, the project team shared more detailed educational materials about the TSP and existing transportation system, solicited feedback on the draft goals and plan priorities, and offered ideas for how the transportation system could change in the future. The project team also conducted a community survey, held an in-person workshop, attended several mobile outreach events, conducted three affinity focus groups for diverse and historically excluded community members, and established the City’s Community Advisory Committee (CAC).

Phase three, or the “Reflect” phase, will begin in spring 2024. The project team will get community feedback on prioritization, and help connect the dots for how the Tualatin TSP projects are addressing themes from community engagement and community priorities. Phase four, planned for September through October 2024, is referred to as the “Refine” phase. During phase four, the project team will share the draft Tualatin TSP with the broad project list and seek to share the proposed complete plan with the community for feedback. The goal of this phase is to identify what we missed and what questions community members still have about the proposed project list and other policy changes. The project team will also conduct a few final in-person engagement activities.

Equitable engagement activities in the Reflect and Refine phases include:

- Sharing the Community Survey to get community feedback on project prioritization. The survey will be available both online and in print, in English and Spanish, and Distributed via a variety of methods, e.g., email, paper flyers, and social media announcements.
- In Person Workshop to share draft TSP projects and get community feedback on prioritization.
- 2 – 3 online stakeholder meetings with small groups.
- 2 – 3 “pop-up” or mobile outreach events at different outdoor locations in the community to reach the greatest number of participants. The format will have a clear, bilingual display of information and input methods that will allow participants to quickly learn about the project, and to provide meaningful input in a short timeframe.

In addition to the engagement activities listed above, the City and its consultant team recently agreed upon a budget amendment to modify and expand the scope of its public engagement efforts. The amendment includes six in-person CAC meetings, providing the committee an opportunity to offer active, direct feedback on key pieces of the TSP to shape Plan outcomes. The CAC is a diverse committee comprising of members from the BIPOC community, community members who rent, low income

community members, community members with disabilities, community members identifying as LGBTQ+, senior community members, and community members who rely on public transit.

Additionally, Community Engagement Liaisons will conduct three additional 1.5-hour affinity focus groups focusing on: Latino, renters, regular transit users, or BIPOC more broadly.

In addition to the second round of focus groups, CELs will identify opportunities to engage community members either by phone or at local gathering places to gather personalized feedback during Phase 2 Reflect and Phase 3 Refine in 2024. The details of this engagement will be specified in an update to the public engagement plan. CELs staff will attend 1-2 meetings with City and consultant team for each phase (2-4 meetings total).

This grant funds engagement activities led by Alta Planning & Design listed in the Project Schedule, Products, and Budget section below.

## **PROJECT ROLES AND RESPONSIBILITIES**

**Grantee:** Overall management of the Project shall be the responsibility of the Grantee. The Grantee shall appoint a Project Manager to be the principal contact person representing the Grantee on all matters relating to the Project.

Specific project management duties of the Grantee include:

- a. Coordinating project schedule and deliverables;
- b. Coordinating City staff;
- c. Noticing, scheduling, and managing meetings and work tasks. Activities include preparing and distributing meeting notices, agendas, and summaries; and meeting facilitation.

**DLCD:** DLCD will provide financial, administrative, and technical assistance to the Project. DLCD will participate in advisory committees as capacity allows. Additional technical assistance may be provided as requested by the Grantee. DLCD will review Grantee's work, invoices, and progress reports. Additionally, DLCD will review the Grantee's performance and deliverables prior to paying invoices received by the Grantee.

## **PROJECT REQUIREMENTS**

Grantee agrees to carry out the Project and submit Products in accordance with the requirements in this section.

1. Grantee shall produce and submit to DLCD those Products as specified in this Agreement and this Project Description and Budget.
2. Grantee shall provide copies of all final Product(s) produced under this Agreement to DLCD in the manner described in this Project Description and Attachments A and B.
3. All final reports, studies, and other documents produced under the Project shall indicate on the cover or the title page an acknowledgement of the financial assistance provided by DLCD by bearing the following statement: "This project is funded by Oregon general fund dollars through the

Department of Land Conservation and Development. The contents of this document do not necessarily reflect the views or policies of the State of Oregon.”

4. Grantee shall identify the location of the originals of any Product(s) if a copy is submitted to DLCD or if the product is one-of-a-kind document.
5. Grantee shall provide all letters, memos, reports, charts, products and maps produced under this Agreement in a digital media format.
6. Grantee shall obtain DLCD approval of any chosen facilitator, contractor, or consultant before signing an agreement or contract to perform all or a portion of the Project.
7. Grantee shall provide a legible copy of the signed agreement between the jurisdiction and the contractor no later than three business days after both parties have signed the agreement.
8. Grantee shall, in performing the Project under this Agreement, ensure consistent, coordinated use of population, employment, housing, and land needs projections associated with the following activities: (1) the periodic review work programs and related tasks; (2) the transportation system plans being prepared pursuant to OAR 660-012-0000; (3) any post-acknowledgment plan and land use regulation amendments proposed by the Grantee.
9. Any notice issued by Grantee eligible for reimbursement under ORS 227.186 – Notice to city property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.
10. Any notice issued by Grantee eligible for reimbursement under ORS 215.503 – Notice to county property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.
11. Grantee shall coordinate and provide notice to DLCD, City of Tualatin, and any other agencies and organizations listed of public meetings, workshops, work sessions, and hearings to develop, review or approve products prepared under this Agreement.
12. Grantee shall consult with the DLCD Project Manager in the development of Products and provide an opportunity for timely review of all draft Products.

## **PROJECT SCHEDULE, PRODUCTS, AND BUDGET**

### **Project Schedule**

The schedule identified in this section of this Project Description will be observed. DLCD may require an amendment to this Agreement if the timeframes in the schedule are not satisfied. The Project End Date is **May 31, 2025**.

### **Task 1: Public Engagement – Community Advisory Committee**

The Transportation Community Advisory Committee (CAC) will serve as a community sounding board to guide the TSP.

The CAC will be an opportunity to offer active, direct feedback on key pieces of the TSP to shape Plan outcomes. Specific expectations include:

- Provide feedback on draft goals and plan priorities.
- Review the draft TSP projects and provide feedback on prioritization.
- Review the draft plan and confirm project recommendations.

The CAC will meet up to six times, for two hours each in person at the City of Tualatin. The first meeting is complete and covered transportation planning context. This grant covers up to five additional meetings. A second meeting will share and get input on goals and purpose of the TSP and seek input from members on their transportation challenges and questions. A third meeting will address project prioritization and a fourth meeting will present and seek feedback on the draft TSP. Up to two additional meetings will be scheduled as needed to continue discussion and address remaining needs. City shall share background and process update information ahead of meetings.

***Community Advisory Committee Deliverables:***

1. Copies of presentations and agendas for three to five CAC meetings
2. Copies of presentations of technical information at three to five CAC meetings (assumes 1 staff, in-person)
3. List of draft action items
4. Copies of notes from all CAC meetings held under this grant

***Community Advisory Committee Costs: \$9,960***

**Task 2: Affinity Focus Groups**

Community Engagement Liaisons (CELs), in collaboration with Alta, shall conduct 3 additional 1.5-hour affinity focus groups (i.e., groups sharing a common identity characteristic) of 7-10 participants each to provide meaningful opportunities for diverse and historically excluded community members to share perspectives that will inform project decisions.

These groups shall continue to engage the community members assembled for the first round of affinity groups focusing on: Latino, renters, regular transit users, or BIPOC more broadly. The focus groups shall be conducted during Phase 2, “Reflect,” in 2024.

Focus groups:

- Latino (in Spanish)
- BIPOC
- Transit riders, low income, and renters

In addition to the second round of focus groups, CELs shall identify opportunities to engage community members either by phone or at local gathering places to gather personalized feedback during Phase 2 Reflect and Phase 3 Refine in 2024. The details of this engagement shall be specified in an update to the public engagement plan. CELs staff shall attend 1-2 meetings with City and consultant team for each phase (2-4 meetings total).

***Affinity Focus Groups Deliverables:***

1. Copies of targeted flyer and social media graphics used to promote focus groups

2. Copy of project overview presentation and key questions used in the meetings
3. Copy of project maps
4. List of attendees at each focus group
5. Document demonstrating changes integrating to technical work based on feedback

***Affinity Focus Groups Costs: \$14,972***

**Budget and Schedule**

<b>Task</b>	<b>Schedule</b>	<b>Total task amount</b>
Community Advisory Committee	March – September 2024	\$9,960
Affinity Focus Groups	May – December 2024	\$14,972
<b>TOTAL</b>	<b>Delivered by May 31, 2025</b>	<b>\$24,932</b>

**2023-2025 Climate-Friendly and Equitable Communities Grant**

Contact Information

For questions regarding your grant, please contact:

**DLCD Project Manager:**

Evan Manvel  
635 Capitol Street NE, Suite 150  
Salem, OR 97301-2540

Office: 503-373-0050  
Mobile: 971-375-5979  
E-mail: [evan.manvel@dlcd.oregon.gov](mailto:evan.manvel@dlcd.oregon.gov)

OR

**DLCD Program Manager:**

Matt Crall  
DLCD Salem Office  
635 Capitol Street NE Suite 150  
Salem, Oregon 97301-2540

Mobile: 503-798-6419  
E-mail: [matt.crall@dlcd.oregon.gov](mailto:matt.crall@dlcd.oregon.gov)

Payment requests should be sent to:

**DLCD Fiscal Department**

DLCD Salem Office  
635 Capitol Street N.E., Suite 150  
Salem, Oregon 97301-2540

Phone: 503-373-0050  
E-mail: [DLCD.FISCAL@dlcd.oregon.gov](mailto:DLCD.FISCAL@dlcd.oregon.gov)

**2023-2025 Climate-Friendly and Equitable Communities Grant**

**PAYMENT REQUEST FORM**

Grantee <b>City of Tualatin</b>	Grant No. Assigned by DLCD <b>CFEC-25-009</b>	<b>Grant Funds – Already Dispersed</b> <b>\$XX,XXX</b>	
Funding / Grant Period From:	Funding / Grant Period To: <b>05/31/2025</b>	<b>Summary of Grant Deliverables</b> Provide a brief description of grant deliverables that were worked on from the Project Description and Budget in the space provided below. In many cases a sentence or two is all that is required but we welcome as much information as you can provide.	
<b>DLCD Grant Task Number</b>	<b>Amount Due Per Task</b>		
1.			
2.			
3.			
4.			
5.			
<b>6. Total Reimbursement Request (add lines 1, 2, 3, 4, 5)</b>			
<b>11. Certification:</b> I certify to the best of my knowledge and belief that the information on this form is correct, complete, and that all reimbursement requests are for the purposes set forth in the award document. I further certify that all grant records are available upon request, and the grant records will be retained for SIX (6) YEARS after the Final Deliverables and Payment are received.			
13. Typed or Printed Name and Title (required)		14. Mailing Address: Include City, State and Zip Code (required)	
15. Authorized Certifying Official Signature (required)		16. Date (required)	
<b>PLEASE DO NOT WRITE BELOW THIS LINE</b>			
<b>DLCD CERTIFICATION</b> (for DLCD use only) I certify, as a representative of the Department of Land Conservation and Development, that the grantee: ___ has met the terms and conditions of the grant and that all deliverables have been received and approved. ___ has not met the terms and conditions of the grant for the reasons stated on the attached sheet.			
Signature of DLCD Planning Grants Coordinator		Date Signed	
Signature of DLCD Program Manager		Date Signed	
BATCH #/DATE _____	VOUCHER#/DATE _____	PCA _____	
OBJ. CODE _____	VENDOR NO. _____	AMOUNT _____	

# *Grant Payment Request Form Attachment - Instructions*

## **Instructions for 2023-2025 Climate-Friendly and Equitable Communities Grant**

If you have questions about the grant reimbursement form or what the grant can be used for, please contact the DLCDC Planning Grants Coordinator: Ashley Edwards at 971-718-4194 or [ashley.edwards@dlcd.oregon.gov](mailto:ashley.edwards@dlcd.oregon.gov)

- In the second row of the closeout report, please fill in the Starting Date (“Funding / Grant Period From”). This will be the date the grant agreement was signed by all parties and fully executed.
- **DLCD Grant Task Number:** For items 1–5 enter the grant task numbers from the Project Description and Budget (Attachment A) that were completed for this payment request. Only enter as many grant task numbers as needed and leave the rest of the numbered spaces blank.
- **Amount Due Per Task:** Enter the amount to be paid per task per the Project Description and Budget.
- **Total Reimbursement Request:** Add up the total of all of the amounts due per task.
- **Certification (box 11): Please read and understand the certification statement.** If you have questions, please contact the DLCDC Fiscal Department at [DLCD.FISCAL@dlcd.oregon.gov](mailto:DLCD.FISCAL@dlcd.oregon.gov).
- Boxes 13–16 are for documenting responsibility for the information being submitted and requesting payment. Please use dark blue or black ink so the information shows when copied or scanned.

13. Print Name and Title legibly.

14. Print the mailing address where payment should be sent.

15. Signature of Authorized Certifying Official: by signing this box this person takes responsibility of the information and accuracy of the information.

16. “Date” is the date the closeout form was signed. It must be sent by the closeout date.

- The “Summary of Grant Deliverables” box, located on the top right side of form, must be completed. Please provide a brief description of grant deliverables that were worked on for this payment request. The Project Description and Budget (Attachment A) describes in detail the projects and activities allowed. (If you have questions, please contact Ashley Edwards at 971-718-4194 or [ashley.edwards@dlcd.oregon.gov](mailto:ashley.edwards@dlcd.oregon.gov))

It is important that you retain all grant-related records in a grant file maintained in your jurisdiction for six (6) years from the closeout date, including but not limited to documentation of grant deliverables and payments.

**Two ways to submit the Payment Request Form:**

1. E-mail a PDF file of the payment request form to [DLCD.FISCAL@dlcd.oregon.gov](mailto:DLCD.FISCAL@dlcd.oregon.gov).
2. Send the hard copy of the signed payment request form and cover memo via US Mail to:

DLCD Fiscal Department  
Department of Land Conservation and Development  
635 Capitol Street NE, Suite 150  
Salem, Oregon 97301-2540